



2024 _____

Assumption of Risk, Release of Claims, and Hold Harmless Agreement
READ CAREFULLY: THIS AFFECTS YOUR IMPORTANT LEGAL RIGHTS

The parties to this Agreement are _____
(Participant), _____
(Participant's parents or legal guardian, if Participant is under 18, all referred to hereafter jointly and severally as "Participant") and the Board of Trustees of the Leland Stanford Junior University and its officers, directors, trustees, faculty, agents, representatives, volunteers, employees, successors, and assigns (collectively referred to hereafter as "Stanford") for _____ ("Program").

"Program" includes travel to, from, and during the Program. This agreement is signed in consideration of Participant's being permitted to participate in the Program.

If the "Program" referred to above is undertaken in fulfillment of the Graduate School of Business ("GSB") Global Experience Requirement ("GER"), Stanford and Participant acknowledge that Sections 1, 4, and 5 apply only to voluntary activities (including travel) before, during, or after the Program.

1. Assumption of Risk. Participant is a voluntary participant in this Program. Participant understands and agrees that the Program and any related activities may be dangerous, may involve travel off campus, either within or outside of the United States, and that neither the Program nor Stanford can guarantee the Participant's safety. Any activities in which Participant may take part, whether as a part of the Program or separate from it, are undertaken with Participant's understanding and assumption of any and all risks involved. The specific risks vary from one Program to another, but they may range from minor injuries (e.g., cuts, bruises, sprains) to catastrophic injuries (e.g., property damage, financial loss, psychological injury, temporary or permanent disability, paralysis, death). Participant is also aware of the contagious nature of bacterial and viral diseases (collectively, "Disease") and the risk that they may be exposed to or contract Disease. Participant understands that injuries may arise from or be compounded by Stanford's, their own or others' actions, inaction, or negligence; conditions related to travel or other aspects of participation; or the Program location condition.

Participant understands they may face unique risks when the Program involves travel and acknowledges that it is their responsibility to take every precaution to safeguard their health, safety, and security, and the safety and security of their personal belongings and premises. If any travel is outside of the United States, Participant acknowledges that they have reviewed and understand the advisories for the locations Participant will visit, posted by the United States [Department of State](#), by the United States [Centers for Disease Control](#), and by Crisis24Horizon posted at www.crisis24horizon.com/stanford using your Stanford credentials or also accessible at (443) 716-2305. In addition, Participant acknowledges that they have reviewed and understood the general advice and precautions for overseas travel posted by the [U.S. Department of Justice](#).

PARTICIPANT ACKNOWLEDGES THAT THEY ARE VOLUNTARILY PARTICIPATING WITH KNOWLEDGE OF THE RISKS INVOLVED, WHETHER OR NOT LISTED HERE. PARTICIPANT AGREES TO ACCEPT AND ASSUME ALL RISKS ARISING OUT OF OR RELATED TO THEIR PARTICIPATION, WHETHER CAUSED BY STANFORD'S ORDINARY NEGLIGENCE OR OTHERWISE.

2. Physical Condition & Insurance. Participant attests that they are physically and mentally capable of participating in the Program and have no known health or other restrictions that might jeopardize their safety or health or that of others during their participation. Participant gives permission for Stanford to provide immediate and reasonable emergency care should it be required. If Stanford learns that Participant is experiencing serious health problems, has suffered an injury, or is otherwise in a situation raising significant health and safety concerns, Stanford may contact Participant's emergency contact and share their personal information and documents (including health information) with third parties in furtherance of protecting their health, safety, or security.

Participant agrees to be solely responsible for payment in full of all costs of medical or emergency care they may receive, including without limitation emergency evacuation.

3. Photo/Video Release. Participant agrees that Stanford may, and may authorize others, to record, edit, use, reproduce, publish, and distribute by way of any and all media and transmission, the visual and/or audio likeness of Participant and other commentaries, performance, information, and materials the Participant may provide in connection with the Program for any purpose consistent with its missions. .

4. Waiver, Release & Agreement Not to Sue. In consideration of being accepted into and/or participating in the Program, Participant agrees to and hereby does, for Participant and on behalf of their heirs, executors, administrators, employers, agents, representatives, insurers, attorneys, successors, and assigns, knowingly and voluntarily waive and release any and all claims, costs and attorneys' fees, or causes of action, now known or hereafter known, against Stanford which may arise from or relate to Participant's participation in the Program, whether arising out of the ordinary negligence of Stanford or otherwise. This release does not extend to those rights that as a matter of law cannot be waived. The claims covered by this release include but are not limited to liability for any accident, illness, injury, loss, damage to personal property, or any other consequences, claims or expenses of any kind whatsoever, arising or resulting directly, indirectly, or incidentally from Participant's participation in the Program. Participant covenants not to make or bring any such claim against Stanford and forever releases and discharges Stanford from liability under such claims. **THIS WAIVER AND RELEASE OF CLAIMS IS INTENDED TO BE CONSTRUED AS BROADLY AS POSSIBLE AND IS INTENDED TO WAIVE**

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AND RELEASE PARTICIPANT'S CLAIMS OR LAWSUITS OF EVERY KIND AND NATURE RELATED TO THEIR PARTICIPATION IN THE PROGRAM, INCLUDING THOSE THAT MAY BE UNKNOWN TO PARTICIPANT OR WHICH THEY DO NOT SUSPECT EXIST AT THIS TIME.

WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, PARTICIPANT HEREBY EXPRESSLY WAIVES ALL RIGHTS, BENEFITS, AND PROTECTIONS THAT THEY MAY HAVE UNDER CAL. CIVIL CODE § 1542, WHICH READS AS FOLLOWS:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

5. Indemnification & Hold Harmless. Participant agrees to the fullest extent permitted by law, to defend, indemnify, and hold harmless Stanford from and against any and all claims, damages, liabilities, losses, and expenses (including reasonable attorney's fees) that may arise out of or relate to Participant's participation in the Program. If Stanford incurs any of these types of expenses, Participant agrees to reimburse Stanford.

If Participant chooses to enter or remain in a location before or after participation in the Program, engages in activities that are not part of the Program, or voluntarily ends their participation, Participant recognizes and agrees that Stanford shall not be acting as their sponsor. If and to the extent Participant may cause or sustain personal injury or other damage to themselves or others, or damage or loss to their own or others' property, Participant understands that Stanford will not be responsible regardless of cause or fault.

6. Adherence to Standards. Participant understands and agrees to abide by all applicable laws, rules, regulations, and public orders of the United States, including the Centers for Disease Control and Prevention, and other applicable countries, states, or provinces. Participant further understands and agrees to abide by all Stanford policies, rules, and regulations applicable to the Program, including without limitation: (1) Stanford's international travel policy, <https://international.stanford.edu/international-travel-policy>; (2) <https://healthalerts.stanford.edu/>. When traveling outside the United States, Participant is solely responsible for evaluating, understanding, and complying with visa and entry requirements and local laws of the destination location(s).

7. Termination of Participation. Participant understands that, in its sole discretion, Stanford may terminate, without notice or cause, Participant's participation at any time, including during the Program. Such termination shall not diminish or otherwise alter Participant's obligation to make any payment required for the Program, nor shall Stanford be required to refund any expenses incurred by the Participant.

8. Program Modification & Cancellation. Stanford reserves the right to cancel or modify the Program before or during its operation for any reason.

9. Governing Law & Venue. This Agreement shall be construed in accordance with, and governed by, California law. The parties agree to submit to jurisdiction and venue in the Superior Court of California, County of Santa Clara.

10. Construction & Scope of Agreement. This Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to Participant's assumption of risk, release of claims, indemnity, and photo/video release in relation to participation in the Program. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Agreement supersedes any earlier written or oral understandings or agreements between the parties. If any provision is held invalid, the invalidity shall not affect its other provisions.

By signing, I acknowledge that I have read and understood the terms of this Assumption of Risk, Release of Claims, and Hold Harmless Agreement. **I understand that I am giving up substantial legal rights, including the right to sue Stanford, and I agree to be bound by these terms.**

Date:

Participant Signature

Participant's Name Printed

Date:

Signature of Custodial Parent or Legal Guardian (if Participant under 18)

Custodial Parent or Legal Guardian Name Printed